

EXHIBIT B

EXHIBIT B



07/08/2022

CT Log Number 541880730

Service of Process Transmittal Summary

TO: Maria Bustamante, Paralegal-Litigation
 United Airlines, Inc.
 609 MAIN STREET, 16TH FLOOR/HSCPZ
 HOUSTON, TX 77002-3167

RE: Process Served in California

FOR: United Airlines, Inc. (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Re: GLADYS C. SALAS // To: United Airlines, Inc.

CASE #: 22CIV02684

NATURE OF ACTION: Employee Litigation - Discrimination

PROCESS SERVED ON: C T Corporation System, GLENDALE, CA

DATE/METHOD OF SERVICE: By Process Server on 07/08/2022 at 08:57

JURISDICTION SERVED: California

ACTION ITEMS: CT has retained the current log, Retain Date: 07/08/2022, Expected Purge Date: 07/13/2022

Image SOP

Email Notification, Tom Campuzano thomas.d.campuzano@united.com

Email Notification, Maria Bustamante maria.bustamante@united.com

REGISTERED AGENT CONTACT: C T Corporation System
 330 N BRAND BLVD
 STE 700
 GLENDALE, CA 91203
 866-331-2303
 CentralTeam1@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.



PROCESS SERVER DELIVERY DETAILS

Date: Fri, Jul 8, 2022
Server Name: Arturo Ruiz

Entity Served	UNITED AIRLINES, INC.
Case Number	22-CIV-02684
Jurisdiction	CA

Inserts		



SUM-100

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

UNITED AIRLINES, INC., a Delaware Corporation, JULIANA PETANI, an individual, SCOTT PRICKETT, an individual, and DOES 1 to 100, inclusive

**YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**
GLADYS C. SALAS

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

Electronically
FILED

by Superior Court of California, County of San Mateo
ON 7/1/2022

By /s/ Una Finau
Deputy Clerk

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desear el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): San Mateo County Superior Court
400 County Center, Redwood City, CA 94063-1655

CASE NUMBER: (Número del Caso):
22-CIV-02684

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Sohaila Sagheb, Esq., 21112 Ventura Blvd., Woodland Hills, CA 91364, Tel: 818-346-3724

DATE: 7/1/2022
(Fecha)

Neal I. Taniguchi

Clerk, by
(Secretario)

/s/ Unaloto Finau

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)



NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):
- ☒ on behalf of (specify): United Airlines, Inc.
under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
- ☐ by personal delivery on (date):

Page 1 of 1

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Electronically
FILED
 by Superior Court of California, County of San Mateo
 ON 7/1/2022
 By /s/ Una Finau
 Deputy Clerk

Attorneys for Plaintiff Gladys C. Salas

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
 IN AND FOR THE COUNTY OF SAN MATEO

GLADYS C. SALAS,

Plaintiff,

vs.

UNITED AIRLINES, INC., a Delaware
 Corporation, JULIANA PETANI, an
 individual, SCOTT PRICKETT, an
 individual, and DOES 1 to 100, inclusive,

Defendants.

CASE NO. 22-CIV-02684

COMPLAINT FOR:

1. VIOLATION OF THE FAIR
 EMPLOYMENT AND HOUSING ACT –
 DISCRIMINATION BASED ON
 DISABILITY/PERCEIVED
 DISABILITY, AGE, AND/OR GENDER;
2. VIOLATION OF THE FAIR
 EMPLOYMENT AND HOUSING ACT –
 HARASSMENT BASED ON
 DISABILITY/PERCEIVED
 DISABILITY, AGE, AND/OR GENDER;
3. VIOLATION OF THE FAIR
 EMPLOYMENT AND HOUSING ACT –
 RETALIATION;

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-) 4. VIOLATION OF THE FAIR
-) EMPLOYMENT AND HOUSING ACT –
-) FAILURE TO ENGAGE IN THE
-) INTERACTIVE PROCESS;
-) 5. VIOLATION OF THE FAIR
-) EMPLOYMENT AND HOUSING ACT –
-) FAILURE TO PROVIDE REASONABLE
-) ACCOMMODATION;
-) 6. VIOLATION OF THE FAIR
-) EMPLOYMENT AND HOUSING ACT -
-) FAILURE PREVENT / INVESTIGATE /
-) CORRECT;
-) 7. WRONGFUL TERMINATION IN
-) VIOLATION OF PUBLIC POLICY;
-) 8. DEFAMATION;
-) 9. VIOLATION OF BUSINESS &
-) PROFESSIONAL CODE §17200
-) [UNLIMITED JURISDICTION]
-) DEMAND FOR JURY TRIAL
-)

COMES NOW Plaintiff Gladys C. Salas and says as follows:

GENERAL ALLEGATIONS

1. Plaintiff Gladys C. Salas (“Salas”) is, and at all times mentioned in this Complaint was, an employee of Defendant United Airlines, Inc. (“UNITED”) who reported to work in San Francisco, California, left work from San Francisco, California and was managed by UNITED managers from San Francisco, California. Salas is a former Flight Attendant (“FA”) based out of UNITED’s San Francisco, California base of operations (“SFO”).

2. Defendant United Airlines, Inc. (“UNITED”) is registered to do business in and does business in the County of San Mateo, State of California. At all relevant times, UNITED had the duty and authority to make personnel decisions concerning Plaintiff’s work schedule,

1 assignments, discipline and other work related issues, including authority to cause investigation,
2 make decisions including those of discipline from San Francisco, California. At all relevant times
3 UNITED had the duty to ensure the safety and protection of Plaintiff from discrimination,
4 harassment, retaliation, workplace violations and the threat of violence.

5 3. Defendant Juliana Petani ("Petani") is an individual employed by UNITED and
6 reported to work on a full-time basis at UNITED's SFO as a Supervisor for In Flight Services.
7 Plaintiff is informed and believes that Petani resides in the County San Mateo, State of California.
8 Whenever Petani's name is mentioned in this Complaint, be it known that said Defendant is sued
9 individually and as an agent of Defendant UNITED who acted within the course and scope of
10 her employment and/or in her individual capacity.

11 4. Defendant Scott Prickett ("Prickett") is an individual employed by UNITED and
12 working from UNITED's SFO is a Performance Supervisor for In Flight Services. Plaintiff is
13 informed and believes that Prickett resides in the State of California in an unknown county.
14 Whenever Prickett's name is mentioned in this Complaint, be it known that said Defendant is
15 sued individually and as an agent of Defendant UNITED who acted within the course and scope
16 of his employment and/or in his individual capacity.

17 5. Plaintiff is ignorant of the true names and capacities of Defendants sued in this
18 Complaint as Does 1 through 100, inclusive, and therefore sues these Defendants by these
19 fictitious names. Plaintiff will amend this Complaint to allege their true names and capacities
20 when ascertained. Plaintiff is informed and believes and alleges on this information and belief
21 that each of the fictitiously named Defendants are negligently or otherwise responsible in some
22 manner for the occurrences alleged in this Complaint, and that Plaintiff's injuries and damages
23 as alleged in this Complaint were proximately caused by that conduct.

24 6. Plaintiff is informed and believes and on this information and belief alleges that
25 at all times mentioned in this Complaint each of the Defendants was the agent or employee of
26 each of the remaining Defendants, and in doing the things alleged in this Complaint, were acting
27 within the course and scope of this agency and employment.
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7. Plaintiff is informed and believes, and on that basis alleges, that at all times herein mentioned there existed and continues to exist a unity of interest and ownership among the Defendants such that any individuality and separateness has ceased to exist.

8. Plaintiff sues each corporate or entity Defendant in that capacity and such corporate entities are responsible for all acts of their employees, agents, representatives and principals as all alleged actions were done within the course and scope of their employment or agency. Plaintiff sues individual Defendants in that capacity and alleges that they took actions as agents of a corporate entity or for the benefit of themselves.

ADMINISTRATIVE PREREQUISITES

9. Defendant UNITED is an employer subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

10. On or about 5-8-2022, Plaintiff Salas filed timely¹ charges of employment discrimination, harassment and retaliation with the Department of Fair Employment and Housing (DFEH).

11. The DFEH issued Notice of Case Closure and Right to Sue dated 5-8-2022, a true and correct copy of which is attached hereto as **Exhibit "A"** and incorporated herein by reference.

12. Plaintiff served her FEHA Complaint, Notice of Filing and Case Closure and Right to Sue on all Defendants by first class mail on 5-18-2022. Plaintiff is informed and believes that all UNITED FAs at SFO are assigned a secure mailbox in the airport.

JURISDICTION AND VENUE

13. Plaintiff was employed by UNITED as a FA and assigned to UNITED's SFO base. Plaintiff was terminated from her position at SFO.

¹ Gov't Code § 12960(e) provides that "A complaint alleging any other violation of Article 1 (commencing with Section 12940) of Chapter 6 shall not be filed after the expiration of *three years* from the date upon which the unlawful practice or refusal to cooperate occurred." In addition, Emergency Rule 9 tolled all limitation periods in the State of California from 4/6/2020 until 10/1/2020.

14. Plaintiff was assigned by UNITED to the base at which UNITED needed coverage. For at least the last six years of her employment, Plaintiff reported to work at SFO and once done with her shift, ended her shift at SFO. UNITED's managers, who work full-time out of UNITED's SFO at the same facility as Plaintiff made all employment decisions impacting Plaintiff out of SFO, including performance evaluations, compensation, assignments, training, promotion, termination, and all other employment related decisions.

15. All UNITED FA's monthly schedule of trips is provided by UNITED and built with only the base to which the FA is assigned. As a SFO based FA with UNITED all of Plaintiff's monthly trips were based out of SFO which meant that Plaintiff started and ended each of her flight assignments at UNITED's SFO base. There are no exceptions to this rule.

STATEMENT OF FACTS

16. UNITED's intolerance for employees with the COVID-19 illness is well known. Senator Cruz's² December 16, 2021 questioning of UNITED's CEO Scott Kirby illustrates the point:

*"As a number of senators have observed last year, what Congress did with regard to the aviation industry was critical. It was unprecedented. We allocated over \$54 billion to keep the American aviation industry strong and healthy. I was the chairman of the Aviation Subcommittee at the time, each of the CEOs on this panel and Ms. Nelson, I've spoken to all of you many times, each of you in great length, making the case that maintaining our pilots, maintaining our flight attendants, maintaining our personnel and aviation was critically important. We fast forward to where we are today, and we find ourselves in a different circumstance, and the behavior of airlines has not been uniform. I'm proud to say the two airlines based in Texas, Mr. Kelly's airline and Mr. Parker's airline, I think had been exemplary, particularly concerning vaccine mandates, both of you have made public commitments that you will not be firing your employees because of failure to comply with the vaccine mandate. I thank you for that. Mr. Bastian has likewise made that commitment at Delta. **The outlier here is United. Mr. Kirby, United's behavior on this issue, I have to say, has been deeply disturbing.** I'm a frequent customer of United. I live in Houston, I've got over a million miles on United. There are over 14,000 United employees in the state of Texas. The way United has treated its employees is in marked contrast to your competitors sitting here. **Your***

² Ted Cruz is a member of the Senate Commerce Committee and Ranking Member of the Aviation Subcommittee.

1 *competitors have said they will stand with their employees. United has not made that*
2 *same commitment.*

3 17. UNITED's well-known intolerance for employees with the COVID-19 illness
4 turns to intentional outright unbridled animus when the employee is female and/or older.

5 18. Plaintiff Salas was over the age of forty (40) and having difficulty recovering from
6 COVID-19 illness as a result of which she was terminated by UNITED.

7 19. Plaintiff Salas was hired on July 1, 1993 as a FA by Continental Express. Later,
8 based on transfers and a series of mergers and acquisitions Plaintiff became employed by
9 UNITED.

10 20. Plaintiff Salas was an excellent employee of twenty eight year with no
11 performance or attendance infractions.

12 21. Plaintiff Salas' employment with UNITED was subject to the 2016 – 2021 Flight
13 Attendant Agreement pursuant to a collective bargaining agreement ("JCBA").

14 22. Pursuant to the JCBA no FA was subject to termination without just cause and
15 discipline of FAs was progressive.

16 23. In October, 2020, Plaintiff Salas contracted COVID 19 which was verified by
17 testing.

18 24. On or about October 29, 2020 Plaintiff Salas called UNITED's In-flight response
19 team and spoke with a UNITED representative informing UNITED that she had tested positive
20 for COVID-19. Plaintiff Salas was told that a representative of UNITED would call her back.

21 25. Joanne with UNITED called Plaintiff Salas back to inquire as to Plaintiff Salas'
22 symptoms, when they began and when Plaintiff Salas last flew. Plaintiff Salas answered Joanne's
23 questions and stated that she last flew on October 24, 2020.

24 26. On October 29, 2020 Plaintiff Salas received a second phone call from Joanne
25 asking Plaintiff Salas more COVID-19 related questions and requesting a copy of Plaintiff
26 Salas's positive COVID-19 test.

27 27. Plaintiff Salas also called the United Airline Service Center and spoke with a
28 representative informing UNITED that Plaintiff Salas had received an email from UNITED

1 stating that she needed a COVID-19 Release test or a doctor's Release by November 9, 2020 to
2 return to work. Plaintiff Salas received an email with instructions on how and where to send the
3 COVID-19 release document.

4 28. On or about the same day Plaintiff Salas made an appointment to see her
5 Physician, Dr. Ileana Jureck MD, for the necessary documentation. The first appointment
6 available was for November 9, 2020.

7 29. At the November 9, 2020 appointment Dr. Jureck informed Plaintiff Salas that
8 she was NOT contagious but that there were concerns about Plaintiff Salas' viral related
9 symptoms which continued and included extreme fatigue, shortness of breath, cough, and
10 difficulty with concentration ("COVID-19 Brain Fog"). Dr. Jureck sent a fax to UNITED stating
11 Plaintiff Salas's current status and new return to work date of December 1st, 2020.

12 30. Shortly after Dr. Jureck excused Plaintiff Salas from work to continue recovery,
13 Petani called Plaintiff Salas demanding to know Plaintiff Salas's condition and restrictions.
14 During the call Petani suggested that Plaintiff was overstating her restrictions. Petani's inquiries
15 were made with an accusatory tone implying that if Plaintiff wanted to return to work she could
16 do so. Plaintiff understood Petani to be suggesting that Plaintiff was using her COVID illness as
17 an excuse not to return to work. In fact, Dr. Jureck had expressed safety concerns in Plaintiff
18 returning to work, stating that in an emergency Plaintiff's continued "brain fog" could interfere
19 with her ability to carry out her duties to protect passengers.

20 31. On November 12, 2020 Plaintiff Salas reported to UNITED Dr. Jureck's direction
21 that Plaintiff Salas not return to work until December 1st due to continuing COVID-19 related
22 symptoms, including Brain Fog. UNITED, through Joanne said "we are going to go ahead and
23 release you until December 1st." This meant that Plaintiff Salas was on sick leave and would not
24 be scheduled for flights.

25 32. On November 12th and 13th Plaintiff Salas received flight assignments and was
26 required to again remind UNITED she was on sick leave – and still under quarantine. Plaintiff
27 Salas continued to feel fatigued, confused and foggy with difficulty concentrating.
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1 33. On November 18, 2020 Petani called Plaintiff Salas again wanting to know how
2 Plaintiff Salas was feeling. This time Petani said that Plaintiff should return to work. Plaintiff
3 Salas told Petani that she felt better but not well and that she was waiting to be released from
4 quarantine by the Lorain County Health Department. So even if Plaintiff felt well enough to
5 return to work, which she did not, she could not do so as she was still under quarantine.

6 34. Later that day, on November 18th the Lorain County Health Department informed
7 Plaintiff Salas that she was released from quarantine.

8 35. Plaintiff Salas continued to suffer symptoms of COVID-19, including Fog-Brain
9 wherein she was finding it difficult to focus or concentrate. Believing that warmer weather would
10 aid her recovery Plaintiff flew to Florida on November 20, 2020 hoping that warmer weather
11 would help her to fully recover. Plaintiff Salas did not hide her travel from UNITED. In fact,
12 Plaintiff Salas used her UNITED benefits to make the trip.

13 36. Because Plaintiff Salas remained ill and UNITED viewed her as more susceptible,
14 because of her age, to lengthy recoveries and/or repeat infections resulting in symptoms, as
15 compared to younger employees, UNITED summarily terminated Plaintiff on the pretext that she
16 had “abused” company benefits by traveling to a location that would aid in her recovery while
17 she was on sick leave.

18 37. UNITED’s stated reason for termination is pretext because traveling while on sick
19 leave does not constitute just cause for termination; at the time Plaintiff Salas flew she had been
20 released from her schedule because she was sick and continuing to suffer the symptoms of
21 COVID-19; Plaintiff Salas’ reason for travelling was to assist in and speed her recovery from her
22 lingering illness and related neurologic deficit manifested as fogginess/confusion/inability to
23 concentrate.

24 38. UNITED’s reason for terminating Plaintiff Salas was her continued illness, need
25 for additional time off to recover from the COVID-19 illness, predisposition to repeated COVID-
26 19 infection due to her age and UNITED’s perception of Plaintiff’s predisposition because of her
27 age. Due to her age, UNITED viewed Plaintiff Salas was at higher risk for (1) repeat COVID-19
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1 infection with longer recovery times and (2) greater symptoms necessitating prolonged sick
2 leave.

3 39. Prickett and Petani, who in combination effectuated the FEHA violations
4 complained herein, terminated Plaintiff Salas.

5 40. Defendants discriminated against and harassed Plaintiff in violation of the FEHA,
6 including without limitation, in terms and conditions of her employment. Plaintiff was terminated
7 due to being ill, and over the age of 40. Defendants also retaliated against Plaintiff based on her
8 report of illness, disability or perceived disability, and age. UNITED violated its duties to
9 Plaintiff Salas by not engaging in an interactive process and/or considering or offering an
10 accommodation to address her medical limitations even though UNITED was fully aware from
11 proper medical documentation that (1) Plaintiff Salas continued to suffer from symptoms related
12 to her COVID-19 illness and (2) UNITED knew and/or perceived that COVID-19 had a
13 disproportional impact on older people.

14 **Supervisors located at SFO and Terminated at SFO**

15 41. Plaintiff Salas' supervisors, including Petani and Prickett, were located at SFO.

16 42. Plaintiff Salas' termination occurred at SFO pretextually based on unauthorized
17 travel during sick leave when Plaintiff should have returned to work at SFO.

18 43. All decisions related to Plaintiff's employment were made at and all reviews of
19 Plaintiff's performance were conducted at SFO.

20 **Mailboxes at SFO**

21 44. FAs based at SFO, including Plaintiff, have assigned mailboxes at SFO. The
22 mailboxes are located in the middle of the SFO FA lounge which is surrounded by the
23 supervisors' offices and cameras. UNITED used the mailboxes to communicate with SFO based
24 FA.

25 ///

FIRST CAUSE OF ACTION

VIOLATION OF THE FAIR EMPLOYMENT AND HOUSING ACT,

CAL. GOV'T CODE § 12940(a)

**(DISCRIMINATION BASED ON DISABILITY/PERCEIVED DISABILITY, AGE,
AND/OR GENDER)**

(Plaintiff Salas against Defendant UNITED)

45. Plaintiff hereby incorporates herein by reference all paragraphs alleged herein as though fully set forth.

46. Defendants' actions as described herein constitute a continuing course of conduct of discrimination based on medical limitations, disability/perceived disability, in violation of the California Fair Employment and Housing Act, Cal. Gov't Code § 12940 et seq. Defendants were aware, and continue to be aware, that Plaintiff Salas had medical limitations and physical disability that placed limitations on and/or made it impossible for her to perform her essential job functions while suffering COVID-19 symptoms. Pursuant to Salas's doctor's assessment, Salas' medical limitations caused by COVID-19, including Brain Fog and fatigue, required her to be on medical leave until December 1st as she was unable to perform to her essential job functions, including engaging in safety protocols in case of an emergency, during that period. Plaintiff's medical limitations did not prevent her from flying as a passenger (without any duty to other passengers) and she traveled to the warmer weather in Florida to aid and hasten her recovery.

47. Despite knowing the foregoing, Defendants failed to accept Plaintiff Salas' explanation for her trip to Florida during her sick leave. Having received the time off as sick leave to recuperate, Plaintiff did not need to request an accommodation to travel to Florida to restore her health. Instead, Plaintiff explained that she traveled to Florida to accommodate her medical limitations caused by becoming infected with the COVID-19 virus. Plaintiff used her sick leave to achieve the goal of the medical leave— to give her body time to recover.

48. Defendants treated Plaintiff Salas differently than similarly situated employees in terms and conditions of employment due to her medical limitations, and/or disability/perceived

1 disability and subjected her to harassment, discrimination and retaliation including without
2 limitation terminating Salas.

3 49. As a result of her physical and mental disability, need for reasonable
4 accommodation and request for the interactive process, Defendants discriminated against
5 Plaintiff Salas in terms and conditions of employment by, without limitation, terminating
6 Plaintiff Salas without cause.

7 50. Plaintiff Salas's medical limitations, physical / mental disability / perceived
8 disability was a substantial motivating reason for the various adverse employment actions taken
9 toward Plaintiff Salas as described herein. Indeed Prickett told Plaintiff that her termination was
10 coming from the "top down". Plaintiff is one of more than 16,000 FAs employed by UNITED.
11 There is no reason for UNITED to seek to terminate Plaintiff except for the fact that she suffered
12 from COVID, was having difficulty recovering and was over the age of 40, suggesting
13 susceptibility for future COVID infection and additional accommodation as she recovered.

14 51. During Salas' sick leave and before Salas was terminated UNITED never
15 conducted an interactive process with Salas and never offered to accommodate Salas' disability
16 and medical limitations .

17 52. As a direct and proximate result of Defendants' conduct as set forth above,
18 Plaintiff Salas's emotional wellbeing has substantially suffered and will continue to suffer.
19 Plaintiff Salas has experienced and continues to experience severe emotional distress, in an
20 amount to be proven at trial. Plaintiff Salas also alleges that she has and will continue to suffer
21 substantial losses in earnings, other employment opportunities, employment benefits and other
22 damages, the precise amounts to be proven at trial.

23 53. Defendants' conduct was a substantial factor in causing the aforesaid harm to
24 Plaintiff Salas.

25 54. Defendants' conduct as described herein was despicable, malicious and
26 oppressive and done with a conscious disregard of Plaintiff Salas's rights. Defendants' acts were
27 designed to humiliate and oppress Plaintiff Salas; and they had that effect. Thus, Plaintiff Salas
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1 is entitled to punitive damages against UNITED and DOES 1-100 under California Civil Code
2 §3294.

3 55. As a further direct and proximate result of Defendants' actions, Plaintiff is entitled
4 to recover attorney's fees and costs.

5
6 **SECOND CAUSE OF ACTION**

7 **VIOLATION OF THE FAIR EMPLOYMENT AND HOUSING ACT,**
8 **CAL. GOV'T CODE § 12940(j)**

9 **(HARASSMENT BASED ON DISABILITY/PERCEIVED**

10 **DISABILITY, AGE, AND/OR GENDER)**

11 **(Plaintiff Salas against Defendants UNITED, Petani and Prickett)**

12 56. Plaintiff hereby incorporates herein by reference all paragraphs alleged herein as
13 though fully set forth.

14 57. Defendants' actions constitute a continuing course of conduct of harassment in
15 violation of the California Fair Employment and Housing Act, Cal. Gov't Code § 12940(j) due
16 to medical limitation / disability / perceived disability. As described herein, Plaintiff Salas was
17 subjected to unwanted harassing behavior by Defendants, including without limitation from
18 Petani and Prickett. Petani and Prickett harassed Salas through improper conduct and
19 communications geared toward making clear to Plaintiff that she was no longer welcome at
20 UNITED because of her medical limitations / disability / perceived disability.

21 58. Petani and Prickett's harassment included treating Plaintiff in a rude and belittling
22 manner, repeatedly badgering Plaintiff about her disability and medical limitations through
23 unnecessary, prying calls during which they challenged whether Plaintiff was "still" sick and
24 how "sick" was she "really" even though Plaintiff provided the proper medical documentation
25 and scheduling Plaintiff to fly anyway despite knowing of her leave, in violation of policy. When
26 Plaintiff objected to the improper scheduling, Petani and Prickett took the opportunity to further
27 harass Plaintiff by calling again to pry into her recovery, inferring that she could return to work
28 if she "wanted to", even though Plaintiff had not even by released from quarantine by her County.

1 59. Petani and Prickett's harassment also included calling Plaintiff a liar and
2 untrustworthy because of her medical limitations / disability / perceived disability. The harshness
3 of Petani and Prickett's treatment was personal and intimidating and caused Plaintiff extreme
4 upset. Petani and Prickett's election to brand Plaintiff as dishonest were made in efforts to
5 continue harassing Plaintiff in regard to her medical limitations / disability / perceived disability.

6 60. During Salas' sick leave and before Salas was terminated UNITED never
7 conducted an interactive process with Salas and never offered to accommodate Salas' disability
8 and medical limitations.

9 61. Defendants' harassment of Plaintiff Salas as set forth herein was severe and
10 pervasive and included accusing Plaintiff of dishonesty and fraud in reporting Plaintiff's physical
11 and mental status for the purpose of obtaining sick leave from UNITED to which Plaintiff was
12 allegedly not entitled. Defendants' harassment of Plaintiff needed to be pervasive in that, as the
13 Individual Defendants claimed, Salas's termination "came from above".

14 62. A reasonable person in Plaintiff Salas's circumstances would have considered the
15 harassment hostile and abusive, particularly after almost thirty years of loyal and dedicated
16 service.

17 63. At all times discussed herein, Defendants manifested ill will and malice towards
18 Plaintiff Salas arising from Plaintiff Salas's medical limitations/disability/perceived disability.
19 Defendants questioned Plaintiff's honesty as to reporting continued symptoms.

20 64. Defendants' conduct was a substantial factor in causing the aforesaid harm to
21 Plaintiff Salas.

22 65. As a direct and proximate result of Defendants' conduct as set forth above,
23 Plaintiff Salas's emotional wellbeing has substantially suffered and will continue to suffer.
24 Plaintiff Salas has experienced and continue to experience severe emotional distress, in an
25 amount to be proven at trial. Plaintiff Salas alleges that she has and will continue to suffer
26 substantial losses in earnings, other employment opportunities, employment benefits and other
27 damages, the precise amounts to be proven at trial.
28

66. Defendants' conduct as described herein was despicable, malicious and oppressive and done with a conscious disregard of Plaintiff Salas's rights. Defendants' acts were designed to humiliate and oppress Plaintiff; and they had that effect. Thus, Plaintiff Salas is entitled to punitive damages against all Defendants and DOES 1-100 under California Civil Code § 3294.

67. As a further direct and proximate result of Defendants' actions, Plaintiff is entitled to recover attorney's fees and costs.

THIRD CAUSE OF ACTION
VIOLATION OF THE FAIR EMPLOYMENT AND HOUSING ACT,
CAL. GOV'T CODE § 12940(h)
(RETALIATION)
(Plaintiff Salas against Defendant UNITED)

68. Plaintiff hereby incorporates herein by reference all paragraphs alleged herein as though fully set forth.

69. Defendants' actions constitute a continuing course of conduct of retaliation in violation of the California Fair Employment and Housing Act. Cal. Gov't Code § 12940(h). Defendants subjected Plaintiff to harassment and discrimination based on race and additional FEHA violations as described herein, and then retaliated against Plaintiff in violation of FEHA.

70. As a result of Plaintiff's protected FEHA conduct, including objections and complaints about UNITED's discriminatory and harassing conduct, request and need for reasonable accommodation and the interactive process, Defendants retaliated against Plaintiff in terms and conditions of employment.

71. UNITED retaliated in terms and conditions of employment, including refusing to accommodate her medical limitation, refusing to engage in the interactive process and ultimately terminating Plaintiff. Plaintiff's protected FEHA conduct was a substantial motivating reason for UNITED's retaliation against Plaintiff. Defendants' conduct was a substantial factor in causing

1 the aforesaid harm to Plaintiff.

2 72. As a direct and proximate result of Defendants' conduct as set forth above,
3 Plaintiff's emotional wellbeing has substantially suffered and will continue to suffer. Plaintiff
4 has experienced and continues to experience severe emotional distress, in an amount to be proven
5 at trial. Plaintiff alleges that she has suffered and will continue to suffer substantial losses in
6 earnings, other employment opportunities, employment benefits and other damages, the precise
7 amounts to be proven at trial.

8 73. Defendants' despicable conduct as described herein was malicious and oppressive
9 and done with a conscious disregard of Plaintiff's rights. Defendants' acts were designed to
10 humiliate and oppress Plaintiff; and they had that effect. Thus, Plaintiff is entitled to punitive
11 damages against all Defendants and DOES 1-100 under California Civil Code§ 3294.

12 74. As a further direct and proximate result of Defendants' actions, Plaintiff is entitled
13 to recover attorney's fees and costs.

14
15 **FOURTH CAUSE OF ACTION**

16 **VIOLATION OF THE FAIR EMPLOYMENT AND HOUSING ACT,**

17 **CAL. GOV'T CODE § 12940(n)**

18 **(FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS)**

19 **(Plaintiff Salas against Defendant UNITED)**

20 75. Plaintiff hereby incorporates herein by reference all paragraphs alleged herein as
21 though fully set forth.

22 76. Defendant's actions constituted a continuing course of failure to engage in the
23 interactive process in violation of the California Fair Employment and Housing Act, Cal. Gov't
24 Code§ 12940 et seq. Defendants were aware and continue to be aware that Plaintiff has medical
25 and mental health conditions, disability and/or perceived disability, yet refused to properly
26 consider, discuss and/or properly engage in the interactive process. Instead, Defendants subjected
27 Plaintiff to harassment, discrimination and retaliation and additional FEHA violations.
28

1
2 77. During Salas' sick leave and before Salas was terminated UNITED never
3 conducted an interactive process with Salas and never offered to accommodate Salas' disability
4 and medical limitations to enable her to return to work sooner.

5 78. As a direct and proximate result of Defendants' conduct as set forth above,
6 Plaintiff's emotional wellbeing has substantially suffered and will continue to suffer. Plaintiff
7 has experienced and continues to experience severe emotional distress, in an amount to be proven
8 at trial. Plaintiff alleges that she has and will continue to suffer substantial losses in earnings,
9 other employment opportunities, employment benefits and other damages, the precise amounts
10 to be proven at trial.

11 79. Defendants' despicable conduct as described herein was malicious and oppressive
12 and done with a conscious disregard of Plaintiff's rights. Defendants' acts were designed to
13 humiliate and oppress Plaintiff; and they had that effect. Thus, Plaintiff is entitled to punitive
14 damages against all Defendants and DOES 1-100 under California Civil Code§ 3294.

15 80. As a further direct and proximate result of Defendants' actions, Plaintiff is entitled
16 to recover attorney's fees and costs.

17
18 **FIFTH CAUSE OF ACTION**

19 **VIOLATION OF THE FAIR EMPLOYMENT AND HOUSING ACT,**

20 **CAL. GOV'T CODE § 12940(m)**

21 **(FAILURE TO PROVIDE REASONABLE ACCOMMODATION)**

22 **(Plaintiff Salas against Defendant UNITED)**

23 81. Plaintiff hereby incorporates herein by reference all paragraphs alleged herein as
24 though fully set forth.

25 82. Defendants' actions constituted a continuing course of failure to accommodate
26 Plaintiff's medical limitations, disability and/or perceived disability, including Plaintiff's
27 physical and mental health related disabilities in violation of the California Fair Employment and
28

1 Housing Act, Cal. Gov't Code§ 12940 et seq. Defendants were aware and continue to be aware
2 that Plaintiff has a medical limitations / disability and/or perceived disability and yet refused to
3 properly consider and/or offer reasonable accommodations for Plaintiff in good faith and refused
4 to properly engage in the interactive process. Instead, Defendants subjected Plaintiff to
5 discrimination, harassment and retaliated against Plaintiff for obtaining and using sick leave to
6 which she was entitled in violation of FEHA and the FMLA.

7 83. Despite knowing Salas was over the age of forty and had been infected with the
8 COVID-19 virus, Defendants never conducted an interactive process with Salas and never
9 offered to accommodate Salas' disability and medical limitations to enable her to return to work
10 sooner. Instead Defendants continued to schedule Plaintiff for flights knowing she was out sick,
11 continued to call her to question the veracity of the claim of illness, knowing that Plaintiff's age
12 made her susceptible to disastrous consequences as a result of becoming infected. When Plaintiff
13 made efforts to restore her health by travelling to Florida for its warmer weather Defendants
14 accused Plaintiff of not being ill at all, of being dishonest regarding her medical limitations and
15 need for time to recuperate.

16 84. As a direct and proximate result of Defendants' conduct as set forth above,
17 Plaintiff's emotional wellbeing has substantially suffered and will continue to suffer. Plaintiff
18 has experienced and continues to experience severe emotional distress, in an amount to be proven
19 at trial. Plaintiff alleges that she has and will continue to suffer substantial losses in earnings,
20 other employment opportunities, employment benefits and other damages, the precise amounts
21 to be proven at trial.

22 85. Defendants' despicable conduct as described herein was malicious and oppressive
23 and done with a conscious disregard of Plaintiff's rights. Defendants' acts were designed to
24 humiliate and oppress Plaintiff; and they had that effect. Thus, Plaintiff is entitled to punitive
25 damages against all Defendants and DOES 1-100 under California Civil Code§ 3294.

26 86. As a further direct and proximate result of Defendants' actions, Plaintiff is entitled
27 to recover attorney's fees and costs.
28

SIXTH CAUSE OF ACTION

VIOLATION OF THE FAIR EMPLOYMENT AND HOUSING ACT,

CAL. GOV'T CODE § 12940(k)

(FAILURE TO INVESTIGATE, PREVENT,

AND/ OR CORRECT FEHA VIOLATIONS)

(Plaintiff Salas against Defendant UNITED)

87. Plaintiff hereby repeats and realleges each and every allegation contained in all of the other paragraphs of this complaint, and incorporates same by reference with the same force and effect as though set forth in full herein.

88. Defendant's actions as described herein constitute a failure to investigate and/ or take corrective action to address violations of the FEHA complained of by Plaintiff, in violation of the California Fair Employment and Housing Act, Cal. Gov't Code § 12940(k). Plaintiff was subjected to FEHA violations as set forth herein in the course of employment.

89. Defendant failed to take all reasonable steps to prevent the FEHA violations.

90. Defendant's failure to take all reasonable steps to prevent the FEHA violations alleged herein was a substantial factor in causing Plaintiff the aforesaid harm.

91. As a direct and proximate result of Defendant's conduct as set forth above, Plaintiff's emotional well- being has substantially suffered and will continue to suffer. Plaintiff has experienced, and continues to experience, severe emotional distress, in an amount to be proven at trial. Plaintiff alleges that she has and will continue to suffer substantial losses in earnings, other employment opportunities, employment benefits and other damages, the precise amounts to be proven at trial.

92. Defendants' despicable conduct as described herein was malicious and oppressive and done with a conscious disregard of Plaintiff's rights. Defendants' acts were designed to humiliate and oppress Plaintiff; and they had that effect. Thus, Plaintiff is entitled to punitive damages against all Defendants and DOES 1-100 under California Civil Code § 3294.

SEVENTH CAUSE OF ACTION

WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

(AGAINST ALL ENTITY DEFENDANTS)

93. Plaintiff hereby incorporates herein by reference all paragraphs alleged herein as though

94. This cause of action arises under the public policies of the State of California and the United States, and Defendants' retaliation against Plaintiff in terms and conditions of employment in violation of such policies, including those set forth in statutes and regulations prohibiting discrimination, harassment and retaliation due to medical limitations/disability and/or perceived disability and age, including, but not limited to the California Fair Employment and Housing Act, and California Constitution, those set forth in statutes and regulations regulating compensation, among other public policies.

95. Defendants' termination of Plaintiff violated the public policy against harassment, discrimination and retaliation due to medical limitations/disability and/or perceived disability, age and gender and was thus wrongful.

96. As a direct and proximate result of Defendants' conduct as set forth above, Plaintiff's emotional wellbeing has substantially suffered and will continue to suffer. Plaintiff have experienced and continue to experience severe emotional distress, in an amount to be proven at trial. Plaintiff alleges that she has and will continue to suffer substantial losses in earnings, loss of other employment opportunities, employment benefits and other damages, the precise amounts to be proven at trial.

97. Defendants' despicable conduct as described herein was malicious and oppressive and done with a conscious disregard of Plaintiff's rights. Defendants' acts were designed to humiliate and oppress Plaintiff; and they had that effect. Thus, Plaintiff is entitled to punitive damages against all Defendants and DOES 1-100 under California Civil Code §3294.

EIGHTH CAUSE OF ACTION

DEFAMATION

(Plaintiff against all Defendants)

98. Plaintiff hereby incorporates herein by reference all preceding paragraphs alleged herein as though fully set forth.

99. During the course of the termination and in the Termination Letter and as documented in Plaintiff's personnel file, Defendants asserted that Plaintiff was dishonest, committed fraud, lacked professionalism and was irresponsible. In fact, Plaintiff's words and conduct were entirely honest, professional and responsible. Plaintiff was honest when she asserted that she continued to have symptoms related COVID-19. This was substantiated by her physician's documentation. Plaintiff was professional and responsible in not returning to work while she was still experiencing brain fog associated with COVID-19. Returning with brain fog would have exposed UNITED's passengers and other crewmembers to unclear thinking, which, on an airplane, with or without an emergency would have jeopardize the safety of everybody on board and been detrimental to UNITED, its passengers and crew.

100. By terminating Plaintiff on the grounds of dishonesty, fraud, lack of professionalism and responsibility, DEFENDANTS required that Plaintiff republish these statements which are defamatory on their face.

101. DEFENDANTS' statements as set forth herein accusing Plaintiffs of fraud, dishonesty, lack of responsibility and lack of professionalism are false.

102. DEFENDANTS had no reasonable belief in the truth or veracity of their statements that Plaintiff had committed fraud, was dishonest, irresponsible or lacked professionalism. DEFENDANTS knew Plaintiff was on sick leave; UNITED did not impose a "no flying" rule while its FA employees were on sick leave; Plaintiff explained that she flew to Florida to aid her recovery from the brain fog caused by COVID. Plaintiff was told she was lying that she was no in fact ill and that the decision to terminate her because she had contracted COVID "came from the top". But DEFENDANTS knew they could not terminate Plaintiff

1 merely because she had COVID-19 which would have been a violation of the protective statutes,
2 some of which are recited herein. As such, DEFENDANTS created the defamatory remarks
3 stated herein.

4 103. DEFENDANTS' defamatory statements as set forth herein accusing Plaintiff of
5 fraud, dishonesty, lack of responsibility and professionalism are defamatory in that they state and
6 suggest that Plaintiff violated work rules of honesty, ethics and professionalism and abused the
7 employee-employer relationship. DEFENDANTS' statements are and will be recognized as
8 defamatory by Plaintiff's future employers and expose Plaintiff to derision, contempt, ridicule
9 and mockery.

10 104. Defendants' defamatory statements were false and not privileged. False
11 accusations by an employer regarding violations of work rules and false attacks on the character
12 and morals of Plaintiff, its employee, expressly or impliedly calling into question Plaintiff's
13 honesty, ethics and professionalism and exposing Plaintiff to the derision, contempt, ridicule and
14 mockery, are not facially common and unremarkable actions or decisions that are fairly attributed
15 to personnel management. A legitimate personnel management decision is not based on
16 discriminatory application of sick leave, withholding same from persons over the age of forty
17 (40) who had contracted or were more susceptible to contracting COVID than the general
18 population. In addition, the Individual Defendants knew that the decision to terminate Plaintiff
19 "came from the top" and was associated with Plaintiff having contracted COVID.
20 DEFENDANTS knew Plaintiff was not being terminated for having allegedly violated work
21 rules.

22 105. Defendants' defamatory statements pertaining to Plaintiff as set forth herein were
23 defamatory per se (affecting Plaintiff's trade or business) and had a natural tendency to injure or
24 cause special damage to Plaintiffs' professional reputation and to cause Plaintiff's future
25 employers to question Plaintiff based the reasons for which she was terminated from UNITED.

26 106. As a legal result of DEFENDANTS' defamatory statements, and each of them,
27 Plaintiff suffered emotional injury which injury is irreparable, and for which Plaintiff was
28

1 terminated resulting in lost wages, loss of standing within the FA community, reputational harm
 2 and affecting Plaintiff's ability to acquire other employment and other damages according to
 3 proof.

4 107. DEFENDANTS' conduct as described herein was despicable and carried on by
 5 the Defendants with a willful and conscious disregard of Plaintiff's rights or safety or subjected
 6 Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's rights for which
 7 Plaintiff seeks exemplary damages in the within action in a sum according to proof.

8
 9 **NINTH CAUSE OF ACTION**

10 **VIOLATION OF BUSINESS AND PROFESSIONS CODE §17200**

11 (All Plaintiff against Defendant UNITED)

12 108. Plaintiff hereby incorporates herein by reference all preceding paragraphs alleged
 13 herein as though fully set forth.

14 109. California Business and Professions Code §17200 broadly prohibits any
 15 "unlawful, unfair or fraudulent business act or practice' An unfair business practice includes
 16 practices that are deceptive such as the denial of insurance coverage where such coverage, per
 17 the terms of the Policy should be afforded. (See, e.g., *People ex rel. Mosk v. National Research*
 18 *Co. of Cal.* (1962) 201 Cal.App.2d 765, 772, 20 Cal.Rptr. 516 [What constitutes an unfair or
 19 fraudulent business practice under any given set of circumstances is a question of fact, the
 20 essential test being whether the public is likely to be deceived.]

21 110. Plaintiff allege that Defendant UNITED's termination of Plaintiff because she
 22 contracted COVID-19 and had a protracted recovery was an unfair business practice because it
 23 was the real reason Plaintiff was terminated. Plaintiff was really terminated because of her age
 24 and the possibility that she would not fully recover from the COVID-19 virus and/or that she
 25 would have a protracted period in which she would continue to suffer COVID-19 symptoms or
 26 that due to her age Plaintiff was more susceptible to another COVID-19 illness, all of which
 27 would require UNITED to accommodate Plaintiff's medical condition/disability. Based on this
 28

1 discriminatory termination based on age and medical condition/disability Defendants deprived
2 Plaintiff not only of her UNITED job but impacted Plaintiff's ability to secure employment in
3 the airline industry and forever impacted her ability to earn money in any position that requires
4 a security check of any kind. UNITED carried out these unfair and deceptive practices rather
5 than accommodate Plaintiff's COVID-19 related symptoms / medical condition / disability /
6 perceived disability.

7 111. In committing unfair business acts, including the violation of FEHA and FMLA,
8 Defendants violated B&P §17200.

9 112. Plaintiff allege that Defendant UNITED violated B&P §17200 as set forth herein,
10 including, by terminating Plaintiff for conduct consistent with addressing Plaintiff's COVID-19
11 related symptoms and based on Plaintiff's age.

12 113. Defendants' wrongful conduct caused Plaintiff injury for which Plaintiff seeks
13 compensatory and general damages and injunctive relief in the within action in a sum according
14 to proof.

15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiff pray judgment against Defendants, and each of them, as follows:

- 17 1. For injunctive or declaratory relief, including but not limited to reinstatement of
18 Plaintiff to her position as a UNITED FA with the same seniority and rights and
19 privileges as held prior to termination and as held by other employees protected
20 by the Union as prayed herein;
- 21 2. For injunctive or declaratory relief, including but not limited to retraction of all
22 accusations of wrong doing including permanent destruction of the termination
23 letter or separation notices issued to Plaintiff or the AFA;
- 24 3. For an order that Defendants pay Plaintiff compensatory and general damages
25 according to proof at trial, including without limitation back pay and front pay
26 owed;
- 27 4. That Defendants be ordered to pay Plaintiff prejudgment interest;
- 28

- 1 5. That this Court award Plaintiff reasonable attorneys' fees pursuant to, without
- 2 limitation the FEHA and the Labor Code;
- 3 6. That this Court order Defendants to pay penalties, liquidated damages, interest
- 4 and any other remedies to Plaintiff pursuant to, without limitation, the
- 5 Government Code and Labor Code;
- 6 7. That this Court order injunctive relief enjoining UNITED's continued violations
- 7 of the FEHA and Labor Code violations, as alleged herein, ordering Defendants
- 8 to comply with their legal obligations under the FEHA, including without
- 9 limitation, to provide proper training to its managers, supervisors and other
- 10 employees, to provide and maintain a hostile-free workplace for its employees
- 11 with medical limitations, disabilities/perceived disabilities, and that age not be a
- 12 consideration in decision making other than to eradicate harassment,
- 13 discrimination and retaliation policies, and to properly investigate and take
- 14 corrective action to remedy the hostile workplace that it maintains against its
- 15 employees with medical limitations / disabilities / perceived disabilities and/or
- 16 over the age of 40;
- 17 8. That Defendants be ordered to pay punitive damages or exemplary damages per
- 18 the relevant claims;
- 19 9. For costs of suit incurred herein; and
- 20 10. For such other and further relief as the court may deem proper.

21 Respectfully Submitted,
22 LAW OFFICE OF SOHAILA SAGHEB

23 AND –

24 ABROLAT LAW PC

25 DATED: July 1, 2022

26 /s/ Sohaila Sagheb
27 SOHAILA SAGHEB
28 Attorney for Plaintiff Gladys C. Salas

EXHIBIT A



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
<http://www.dfeh.ca.gov> | Email: contact.center@dfeh.ca.gov

May 8, 2022

RE: **Notice of Filing of Discrimination Complaint**
DFEH Matter Number: 202204-16861730
Right to Sue: Salas / United Airlines, Inc. et al.

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Department of Fair Employment and Housing (DFEH) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

This matter may qualify for DFEH's Small Employer Family Leave Mediation Pilot Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in DFEH's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in DFEH's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. You may contact DFEH's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@dfeh.ca.gov and include the DFEH matter number indicated on the Right to Sue notice.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to DFEH is requested or required.

Sincerely,



STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency

GAVIN NEWSOM, GOVERNOR

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
(800) 884-1684 (Voice) | (800) 700-2320 (TTY) | California's Relay Service at 711
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Department of Fair Employment and Housing



DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

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May 8, 2022

Gladys Salas
21112 Ventura Blvd
Woodland Hills, CA 91364

RE: **Notice of Case Closure and Right to Sue**
DFEH Matter Number: 202204-16861730
Right to Sue: Salas / United Airlines, Inc. et al.

Dear Gladys Salas:

This letter informs you that the above-referenced complaint filed with the Department of Fair Employment and Housing (DFEH) has been closed effective May 8, 2022 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

This matter may qualify for DFEH's Small Employer Family Leave Mediation Pilot Program. Under this program, established under Government Code section 12945.21, a small employer with 5 -19 employees, charged with violation of the California Family Rights Act, Government Code section 12945.2, has the right to participate in DFEH's free mediation program. Under this program both the employee requesting an immediate right to sue and the employer charged with the violation may request that all parties participate in DFEH's free mediation program. The employee is required to contact the Department's Dispute Resolution Division prior to filing a civil action and must also indicate whether they are requesting mediation. The employee is prohibited from filing a civil action unless the Department does not initiate mediation within the time period specified in section 12945.21, subdivision (b) (4), or until the mediation is complete or is unsuccessful. The employee's statute of limitations to file a civil action, including for all related claims not arising under section 12945.2, is tolled from the date the employee contacts the Department regarding the intent to pursue legal action until the mediation is complete or is unsuccessful. Contact DFEH's Small Employer Family Leave Mediation Pilot Program by emailing DRDOnlineRequests@dfeh.ca.gov and include the DFEH matter number indicated on the Right to Sue notice.



STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency

GAVIN NEWSOM, GOVERNOR

DEPARTMENT OF FAIR EMPLOYMENT & HOUSING

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To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this DFEH Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Department of Fair Employment and Housing

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Gladys Salas

DFEH No. 202204-16861730

Complainant,

vs.

United Airlines, Inc.
San Francisco International Airport, Terminal 3
San Francisco, CA 94128

Juliana Petani
San Francisco International Airport, Terminal 3
San Francisco, CA 94128

Scott Prickett
San Francisco International Airport, Terminal 3
San Francisco, CA 94128

Respondents

1. Respondent **United Airlines, Inc.** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant is naming **Juliana Petani** individual as Co-Respondent(s).
Complainant is naming **Scott Prickett** individual as Co-Respondent(s).

3. Complainant **Gladys Salas**, resides in the City of **Woodland Hills**, State of **CA**.

4. Complainant alleges that on or about **January 12, 2021**, respondent took the following adverse actions:

Complainant was harassed because of complainant's sex/gender, disability (physical or mental), medical condition (cancer or genetic characteristic), age (40 and over), family care or medical leave (cfra).

1 **Complainant was discriminated against** because of complainant's sex/gender, disability
(physical or mental), medical condition (cancer or genetic characteristic), age (40 and over),
2 family care or medical leave (cfra) and as a result of the discrimination was terminated,
3 denied reasonable accommodation for a disability, denied family care or medical leave
(cfra).

4 **Complainant experienced retaliation** because complainant requested or used a disability-
5 related accommodation, requested or used family care or medical leave (cfra) and as a
6 result was terminated, denied reasonable accommodation for a disability, denied family care
or medical leave (cfra).

7 **Additional Complaint Details:** Please see attached
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1 VERIFICATION

2 I, **Sohaila Sagheb**, am the **Attorney** in the above-entitled complaint. I have read the
3 foregoing complaint and know the contents thereof. The matters alleged are based
4 on information and belief, which I believe to be true.

5 On May 8, 2022, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

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Woodland Hills, California

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

DFEH No.

**In the Matter of the Complaint of
Gladys C. Salas,**

Complainant,

vs.

United Airlines, Inc.
San Francisco International Airport
Terminal 3
San Francisco, California 94128

United Airlines, Inc. Employees:
Juliana Petani ("Petani"), In Flight Services
c/o United Airlines, Inc.
San Francisco International Airport
Terminal 3
San Francisco, California 94128

Scott Prickett
Performance Supervisor Inflight Service
c/o United Airlines, Inc.
San Francisco International Airport
Terminal 3
San Francisco, California 94128

Respondents.

1. Complainant Gladys C. Salas ("Complainant") was hired on July 1, 1993 as a Flight Attendant ("FA") by Continental Express. Later based on transfers and a series of mergers and acquisitions is now employed by United Airlines, Inc. ("United").
2. Complainant reported to work at the United's HUB in San Francisco ("SFO") for at least the last four years of her employment. At all relevant times, including at the time of termination, Complainant was employed by United at the San Francisco International Airport. United operated and made all employment decisions affecting Complainant's employment in the State of California.

- 1 3. Respondent United is an employer subject to suit under the California Fair Employment
2 and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).
- 3 4. Respondent Juliana Petani ("Petani") is an individual employed by United and working
4 from United's SFO as a Supervisor for In Flight Services. Whenever Petani's name is
5 mentioned in this Complaint, be it known that Petani is sued individually and as an agent
6 of UA who acted within the course and scope of her employment and/or in her individual
7 capacity.
- 8 5. Complainant was an excellent employee of twenty eight year with no performance or
9 attendance infractions.
- 10 6. Complainant's employment with UA was subject to the 2016 – 2021 Flight Attendant
11 Agreement pursuant to a collective bargaining agreement ("JCBA").
- 12 7. Pursuant to the JCBA no FA was subject to termination without just cause and discipline
13 of FAs was progressive.
- 14 8. In October, 2020, Complainant contracted COVID 19 which was verified by testing.
- 15 9. On or about October 29, 2020 Complainant called the In-flight response team and spoke
16 with a United representative informing United that she had tested positive for COVID-
17 19. Complainant was told that a representative of United would call her back.
- 18 10. Joanne with United called Complainant back to inquire as to Complainant's symptoms,
19 when they began and when Complainant last flew. Complainant answered Joanne's
20 questions and stated that she last flew on October 24, 2020.
- 21 11. On October 29th Complainant received a second phone call from Joanne asking
22 Complainant more COVID-19 related questions and requesting a copy of Complainant's
23 positive COVID-19 test.
- 24 12. In early November, 2020, Complainant called the Association of Flight Attendants
25 ("AFA" or "Union") to inform them that Complainant had tested positive for COVID-19.
26 Their response was to let United handle it.
- 27 13. Complainant also called the United Airline Service Center and spoke with a
28 representative informing United that Complainant had received an email from United
Airlines stating that she needed a COVID-19 Release test or a doctors Release by
November 9th to return to work. Complainant received an email with instructions on how
and where to send the COVID-19 release document.
14. On or about the same day Complainant made an appointment to see her Physician, Dr.
Ileona Jureck MD, for the necessary documentation. The first appointment available was
for November 9th.

- 1 15. Dr. Jureck informed Complainant that she was NOT contagious but that there were
2 concerns about Complainant's viral related symptoms which continued and included
3 extreme fatigue, shortness of breath, cough, and difficulty with concentration ("COVID-
4 19 Brain Fog"). Dr. Jureck faxed the United Airlines Health Department Complainant's
5 current status and new return to work date of December 1st, 2020.
- 6 16. Shortly after Dr. Jureck excused Complainant from work to continue recovery, Juliana
7 Petani called Complainant asking about Complainant's condition and restrictions.
- 8 17. On November 12th Complainant reported to United Dr. Jureck's direction that
9 Complainant not return to work until December 1st due to continuing COVID-19 related
10 symptoms, including Brain Fog. United, through Joanne said "we are going to go ahead
11 and release you until December 1st." This meant that Complainant was on sick leave and
12 would not be scheduled for flights.
- 13 18. On November 12th and 13th Complainant received flight assignments and was required to
14 again remind United she was on sick leave – and still under quarantine.
- 15 19. Complainant continued to feel fatigued, confused and foggy with difficulty
16 concentrating.
- 17 20. On November 18, 2020 Juliana called Complainant wanting to know how Complainant
18 was feeling. Complainant told Juliana that she felt better but not well and that she was
19 waiting to be released from quarantine by the Lorain County Health Department.
- 20 21. On November 18th the Lorain County Health Department finally informed Complainant
21 that she was finally released from quarantine.
- 22 22. Complainant flew to Florida on November 20th hoping that warmer weather would help
23 her to fully recover. Complainant did not hide her travel from United. In fact,
24 Complainant used her United benefits to make the trip.
- 25 23. Because Complainant remained ill, she was terminated on the pretext that she had abused
26 company benefits by traveling while she was supposed to be on sick leave.
- 27 24. United's stated reason for termination is pretext because traveling while on sick leave
28 does not constitute just cause for termination; at the time Complainant flew she had been
released from her schedule because she was sick and continuing to suffer the symptoms
of COVID-19; Complainant's reason for travelling was part of her effort to combat her
continuing neurologic deficit manifested as foggiess/confusion/inability to concentrate.
- 25 25. United's reason for terminating Complainant was her continued illness and need for
additional time off to recover from the COVID-19 illness. Due to her age, Complainant
was at higher risk for and suffered greater symptoms.
- 26 26. Complainant was terminated by Scott Prickett and Juliana who in combination
effectuated the FEHA violations complained herein.

1 27. Complainant was discriminated against and harassed in violation of the FEHA, including
2 without limitation, in terms and conditions of her employment and was terminated due to
3 being a member of protected categories. Complainant was retaliated against based on her
4 report of illness, disability or perceived disability, age and gender. Complainant was not
engaged in an interactive process and was not offered an accommodation to address her
disability even though United was fully aware that Complainant continued to suffer from
symptoms related to her COVID-19 illness.

5 **Right to Sue:**

6 I, Gladys Salas, am represented by Law Office of Sohaila Sagheb and Abrolat Law PC and I
7 hereby request a Notice of Case Closure and Right to Sue.
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CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Sohaila Sagheb, SBN 144202 Law Office of Sohaila Sagheb 21112 Ventura Blvd Woodland Hills, CA 91364 TELEPHONE NO.: 818-346-3724 FAX NO.: 818-702-9916 ATTORNEY FOR (Name): Plaintiff Gladys C. Salas		FOR COURT USE ONLY Electronically FILED by Superior Court of California, County of San Mateo ON 7/1/2022 By /s/ Una Finau Deputy Clerk	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Mateo STREET ADDRESS: 400 County Center MAILING ADDRESS: CITY AND ZIP CODE: Redwood City, CA 94063-1655 BRANCH NAME:		CASE NUMBER: 22-CIV-02684 JUDGE: DEPT:	
CASE NAME: Salas v. United Airlines, Inc., et al			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

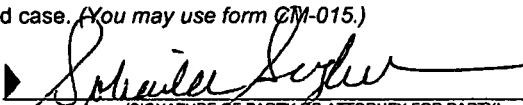
Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:		
Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): **9**
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: June 23, 2022
 Sohaila Sagheb, Esq.

(TYPE OR PRINT NAME)


 (SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition